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5 Attorney for Plaintiffs
6 Lepow International LLC and
LEPOW Creative Technology Co., Ltd.

8 **UNITED STATES DISTRICT COURT**

9 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

11
12 **LEPOW INTERNATIONAL LLC,**
13 **a California limited liability**
14 **company and LEPOW**
15 **CREATIVE TECHNOLOGY CO.,**
16 **LTD., a China limited liability**
17 **company,**

18 **Plaintiffs,**

19 **v.**

20 **SANDRA FANG, individually and**
21 **doing business as icitywireless.com,**
22 **and/or iCity Wireless; and/or Lynx**
23 **Wireless, and/or Swann Imports**
24 **USA; iCITY WIRELESS, a**
25 **business entity, form unknown;**
26 **LYNX WIRELESS, a business**
27 **entity, form unknown; SWANN**
28 **IMPORTS USA, a business entity,**
form unknown; and DOES 1
through 10, inclusive,

Defendants.

Case No. 2:14-cv-01346-SJO(JCx)

FINAL JUDGMENT UPON
CONSENT INCLUDING A
PERMANENT INJUNCTION

Courtroom: 1

Before the Hon. S. James Otero

1 Plaintiff LEPOW INTERNATIONAL LLC, a California limited liability
2 company and LEPOW CREATIVE TECHNOLOGY CO. LTD., a China
3 limited liability company (“Plaintiffs”) have filed a complaint in this action
4 charging, inter alia, Defendants SANDRA FANG, individually and doing
5 business as icitywireless.com, and/or iCity Wireless, and/or Lynx Wireless
6 with trademark infringement and unfair competition, and the parties herein
7 having simultaneously entered into a settlement agreement and mutual release;
8 and the parties hereto desiring to fully settle all of the claims in this action
9 among the parties to this Final Judgment; Defendant has agreed to consent to
10 the below terms of a permanent injunction or such other terms as the Court
11 may So Order, it is hereby:

12 ORDERED, ADJUDGED AND DECREED as among the parties hereto
13 that:

14 1. This Court has jurisdiction over the parties to this Final Consent
15 Decree and has jurisdiction over the subject matter hereof pursuant to 15
16 U.S.C. Section 1121.

17 2. Plaintiffs are the owner of the trademark LEPOW with the USPTO
18 registration number 4,369,901 (Registered on July 16, 2013).

19 3. Plaintiffs have alleged in the present action that Defendant’s
20 manufacture, distribution, promotion, advertisement, offering for sale, and/or
21 sale of smart phone battery charger (“Disputed Products”) infringe upon the
22 trademark of Plaintiffs, and that such acts constitute trademark infringement
23 and unfair competition under the Lanham Trademark Act of 1946, 15 U.S.C.
24 Section 1114 and 1125.

25 4. Defendants and its agents, servants, employees and all persons in
26 active concert and participation with them who receive actual notice of this
27 Final Consent Decree are hereby permanently restrained and enjoined from the
28 following:

FINAL CONSENT JUDGMENT INCLUDING A PERMANENT INJUNCTION AND VOLUNTARY
DISMISSAL

1 (a) Manufacturing, purchasing, producing, distributing, circulating,
2 selling, offering for sale, importing, exporting, advertising or marketing the
3 Disputed Products and/or any other products which infringe upon Plaintiffs'
4 trademark or the claims therein;

5 (b) Delivering, holding for sale, returning, transferring or otherwise
6 moving, storing, or disposing in any manner the Disputed Products except as
7 otherwise provided in the Parties' settlement agreement;

8 (c) Assisting, aiding, or attempting to assist or aid any other person or
9 entity in performing any of the prohibited activities referred to in Paragraph
10 4(a) and 4(b) above.

11 5. Plaintiffs and Defendants shall bear their own costs and attorneys'
12 fees associated with this firm.

13 6. The execution of this Consent Decree by the Counsel for the Plaintiffs
14 and by Defendants Pro Per shall serve to bind and obligate the parties hereto.

15 7. The jurisdiction of this Court is retained for the purpose of making
16 any further orders necessary or proper for the construction of modification of
17 this Final Judgment, the enforcement thereof and the punishment of any
18 violations thereof. Except as otherwise provided herein, this action is fully
19 resolved with prejudice.

20 8. The execution of this Final Judgment by Counsel for the Party and
21 Party Pro Per shall serve to bind and obligate the parties hereto.

22 9. Swann Imports USA shall be dismissed from this action without
23 prejudice.

24 Date: September 23, 2014 **LAW OFFICES OF BIN LI, PLC**

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26 **BIN LI, ESQ.**
27 Attorney for Plaintiffs
28 Lepow International LLC and
LEPOW Creative Technology Co., Ltd.

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2 Date: September 23, 2014

SANDRA FANG, PRO PER

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Sandra Fang, Pro Per
Defendants

ORDER

THIS FINAL JUDGMENT UPON CONSENT IS SO ORDERED.

Dated: October 15, 2014

S. James Otero

Hon. S. James Otero
United States District Court